



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM JS
Finance LC
DA AK
Risk Mgt. NA
HR NA
Other NA

STAFF REPORT

BOARD MEETING DATE: December 9, 2014

DATE: October 24, 2014
TO: Board of County Commissioners
FROM: Renee Romero, Director
Forensic Science Division, 328-2800
rromero@washoecounty.us

THROUGH: Michael Haley, Sheriff *37: P/S Poonson 1030*

SUBJECT: Approve the Forensic Support Services Agreement between Washoe County on behalf of the Washoe County Sheriff's Office Forensic Science Division and the Walker River Paiute Tribe Police Department for [\$3,000]; retroactive for the term of July 1, 2014 to June 30, 2015 for Forensic Laboratory Analysis Service fees. (All Commission Districts)

SUMMARY

Washoe County via Washoe County Sheriff's Office Forensic Science Division provides Forensic Science Services to various Law Enforcement Agencies. The contract fees are based on a percentage of usage by each individual agency. Contract was received in November from Walker River Paiute Tribe Police Department and submitted to the first available BCC meeting.

Washoe County Strategic Object supported by this item: Safe, Secure and Healthy Communities

PREVIOUS ACTION

This is an annual Forensic Service Contract similar to those approved by the Board of County Commissioners on July 22, 2014.

BACKGROUND

The Washoe County Sheriff's Office provides forensic services to Federal, State, and local agencies throughout Nevada via a service contract. Services covered include all in-house laboratory analysis as outlined in Exhibit A including field investigation or Exhibit B excluding field investigation. Fees are based upon the type of contract selected by the agencies.

Agencies not wishing to contract with the Washoe County Sheriff's Office for forensic services will be billed for services requested at an hourly rate, as has been outlined to all of the laboratory's user agencies.

AGENDA ITEM # 8K1

FISCAL IMPACT

The revenues from this contract will be deposited into General Ledger Account 150650-460162 in the amount of \$3,000 for FY 14-15. The revenue and related expenditure authority were built into the approved Washoe County FY 14-15 budget.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Forensic Support Services Agreement between Washoe County on behalf of the Washoe County Sheriff's Office Forensic Science Division and the Walker River Paiute Tribe Police Department for [\$3,000]; retroactive for the term of July 1, 2014 to June 30, 2015 for Forensic Laboratory Analysis Service fees.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to Approve the Forensic Support Services Agreement between Washoe County on behalf of the Washoe County Sheriff's Office Forensic Science Division and the Walker River Paiute Tribe Police Department for [\$3,000]; retroactive for the term of July 1, 2014 to June 30, 2015 for Forensic Laboratory Analysis Service fees.

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE WALKER RIVER PAIUTE TRIBE ON BEHALF OF
THE WALKER RIVER POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and the **WALKER RIVER PAIUTE TRIBE** on behalf of the **WALKER RIVER POLICE DEPARTMENT**, hereinafter referred to as **USER**.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, **WASHOE** and **USER** may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, **USER** desires to acquire the assistance of **WASHOE** in providing **USER** the use of **WASHOE'S** Forensic Support Facilities and Services;

WHEREAS, **WASHOE** desires to provide its assistance to **USER** in regard to the use of **WASHOE'S** Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of **WASHOE** change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, upon reasonable notice should **USER** require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for **USER** pursuant to this Agreement.

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$3,000**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full within 30 days of **USER'S** receipt of billing by **WASHOE**.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. **INDEMNIFICATION:** USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. **MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

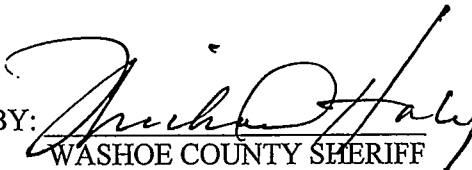
4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2014 and terminate as of June 30, 2015.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 6-16-14

BY: 
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: _____

BY: _____
CHAIRMAN

DATE: _____

ATTEST: _____
WASHOE COUNTY CLERK

USER

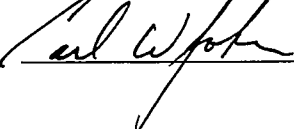
DATE: 6-16-14 BY: 

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

Forensic services within the existing capabilities of the laboratory will include the following:

Arson (Ignitable Liquids)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- Distance determination

- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

- Creation of CDs from scene photos taken by FIS
- CDs created from previously processed 35mm negatives

Primary Examination

- Presumptive and confirmatory stain characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
 - Blood including human blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)

- DNA samples in addition to above limits can be processed at \$250.00 per hour

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director.
- Analysis of non-controlled substances
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.